REMARKS

The above amendment and these remarks are responsive to the non-final office action of Examiner Pham, mailed 6 Aug 2004.

Claims 1-15 are in the case, none as yet allowed.

Drawings

The Examiner objects to the informal drawings originally filed in this case.

Applicants submitted formal drawings on 22 Jan 2002, which were acknowledged as received by the Office on 11 Feb 2002. A copy of this submission is appended hereto.

For the convenience of the Examiner, a new set of formal drawings is submitted herewith.

Applicants request that the requirement for formal drawings be reconsidered and withdrawn.

35 U.S.C. 112

Claims 2 and 3 have been rejected under 35 U.S.C. 112, second paragraph, for the use of the phrases "implicit request" and "explicit request", respectively.

With respect to claim 2, an "implicit" request is one where it is assumed all clients want a confirmation record (as distinguished from an "explicit" request). This is used in an environment where the server doesn't negotiate this and always returns a confirmation whether it was requested or not, and assumes the client ignores the confirmation record if it doesn't want it. Those of skill in the art will understand this meaning, for in the context of this invention, the alternative definitions suggested by the Examiner of "indirect request", "unquestionable request", and "unconditional request" would not be applicable.

With respect to claim 3, an "explicit" request is one where the client specifically sends a negotiation request to the server saying it wants the confirmation record returned. This is used in environments where the server makes this negotiation optional and only sends the confirmation upon

request. Those of skill in the art will understand this meaning, for in the context of this invention, the alternative definitions suggested by the Examiner of "clearly stated request" would not be applicable. It could also be expressed as a "direct" request, as suggested by the Examiner.

With this understanding, applicants request that the rejection of claims 2 and 3 under 35 U.S.C. 112 be reconsidered and withdrawn.

35 U.S.C. 102

Claims 1-3, 7, 12, and 14 have been rejected under 35 U.S.C. 102(b) over U.S. Patent 5,931,913 (Meriwether).

Applicants "confirmation record" is not really confirming anything, it is not "confirmation" in the sense that Meriwether is using it. Applicant's use of the term is merely the name of a piece of information the server returns to the client once the Telnet protocol negotiations are finished. This "confirmation record" simply contains descriptive information about the Telnet session itself.

On the other hand, Meriwether uses the term "confirmation" in the sense that the session connection was established - that the client was able to connect to the server so that it can start the Telnet protocol negotiations.

Thus, Meriwether's description is not referring to "Telnet protocol communications" (in the context of "confirmation") but rather to "TCP/IP protocol communications".

With respect to Claims 1, 12, and 14, the Examiner refers to Meriwhether, Col. 7, lines 44-44, citing this for teaching "negotiating environment parameters for establishing a connection-oriented connection with the server.

Applicant's claims 1, 12, and 14 are here referring to "environment parameters" which are Telnet protocol parameters. Meriwether is describing a general communications connection between a client and server, normally something supplied via sockets in the layer below Telnet, which creates a connection over which the Telnet protocol information can then be sent. This can be seen in

Col. 7, lines 50-55 where Meriwether states that after the "...confirmation of establishment of the channel..." that a "...Telnet dialog can then commence...". In other words, no Telnet environment parameter negotiation has yet begun when Meriwether's "confirmation" is issued, which is only an indication that a communications channel has been established (but no Telnet dialog has yet occurred.)

Further with respect to Claims 1, 12, and 14, the Examiner refers to Meriwether, Col. 3, lines 46-49, citing this for establishing the communications channel.

Again, applicant's use the phrase "confirmation record" in the sense described above, which is not the same sense as used by Meriwether.

Claims 2, 3 and 7 depend from claim 1, and are similarly distinguished.

35 U.S.C. 103

Claims 4-6, 8-11, 13 and 15 have been rejected under 35 U.S.C. 103(a) over Meriwether in view of U.S. Patent 6,128,662 (Bolton).

Regarding claim 4, the Examiner characterizes Meriwether as teaching operating a client to establish a network connection with a server providing a confirmation record but does not teach a device name assigned by the server to the client connection. The Examiner refers to Bolton at Col. 7, lines 50-56 for that teaching.

Claims 4-6 depend from claim 1, and the above discussion of Meriwether is pertinent to these claims as well, and Bolton is not cited as pertinent to the critical, distinguishing point. That is, the "confirmation record" being claimed by applicants in a Telnet protocol negotiation is not the same as a "confirmation" that a session was established as is the case in TCP/IP and Meriwether. Applicants could just as well have referred to "device-name-actually-assigned-and-autosignon-success-or-failure-status record" instead of using the term "confirmation" record. Applicants claims are not directed to how to build up a virtual device name to be requested, but rather are communicating the actual device name that was used. A

client may or may not request a device by name, but the actual device name selected is not known, and the confirmation record in applicant's instance is how the server tells the client the actual device name.

Further regarding claim 5, the Examiner refers to Fujiyama et al U.S. Patent 6,052,728 (Fugiyama) in the context of Official Notice that providing a log for a cause of a failed connection is well known.

Applicants traverse. The "failed connection" being claimed by applicants is not the same as the different kinds of Telnet protocol failures. Applicants here claim Telnet protocol or applications failures such as an auto-login failure, or failure to obtain a particular Telnet device name. Fujiyama is clearly logging failure information as it pertains to communication connections between network computers (for example, TCP/IP connections, which are a different and lower communications layer below Telnet connections). Fujiyama does not use "confirmation records" as applicants do since these are Telnet negotiations, and therefore would not be able to "recover" from such a Telnet failure by automatically prompting the client to supply a different device name or login information. However, a

Telnet client implementing applicants invention would be able to do this recovery in addition to logging any such failure information for later analysis.

Further regarding claim 6, the Examiner cites Meriwether Col. 8, lines 55-63 with respect to retrying the negotiating step. Applicants agree that Meriwether is similar in that negotiations may be retried. However, Meriwether does not teach retrying in response to a confirmation record result. As previously discussed, applicant's "confirmation record" is not one of the "confirmations" or negotiations done by Meriwether and therefore responding to a confirmation record by Meriwether is not the same as in applicant's claim. For example, there is no way for Meriwether to retry a failed login sequence, because the login sequence success or failure is unique to applicant's confirmation record.

Regarding claims 8, 9, 13 and 15, the Examiner refers to Meriwether Col. 3, line 46-49 for teaching use of a confirmation record for establishing a communications channel, Col. 7 lines 54-62 for teaching a Telnet logon dialog with option negotiation, Col. 7, line 65 to Col. 8, line 4 for negotiating parameters, Col. 7, lines 47-52 for

providing to the client a confirmation record. Applicants traverse this characterization of Meriwether insofar as it is applied to these claims. The Meriwether confirmation record is not the confirmation record of applicants, which comes from applicant's "new-environ" parameter negotiation, which negotiation is not taught by Meriwether.

The Examiner cites Bolton as teaching a virtual name generated by the server to the client during negotiation (Col. 7, lines 50-56). However, applicants are not constructing a device name as Bolton does, but rather simply returning the device name and failure status to the client so that the client can retry/recover based on the information.

The Examiner takes "Official Notice" based on Fujiyama et al., which discloses a log file for recording communication activity (Col 4, line 42 to Col 5, line 5.) Applicants traverse. Fujiyama is logging session connection information (TCP/IP layer information) and would not have access to Telnet protocol negotiation information. Therefore, Telnet protocol negotiation failures would not be seen by Fujiyama nor could these failures have any kind of recovery based on Fujiyama.

Claim 10 depends from claim 9.

Regarding claim 11, applicants claim a new-environ negotiation which is a Telnet negotiation similar to terminal-type, binary, and end-of-record negotiation. This is new-environ negotiation is not taught by Meriwether. The claimed confirmation record information is communicated via the new-environ negotiation, which is not taught by Meriwether. The new-environ negotiation claimed is not similar to the confirmation of session establishment previously discussed with respect to Meriwther.

SUMMARY AND CONCLUSION

Applicants urge that the above amendments be entered and the case passed to issue with claims 1-15.

The Application is believed to be in condition for allowance and such action by the Examiner is urged. Should differences remain, however, which do not place one/more of

the remaining claims in condition for allowance, the Examiner is requested to phone the undersigned at the number provided below for the purpose of providing constructive assistance and suggestions in accordance with M.P.E.P. Sections 707.02(j) and 707.03 in order that allowable claims can be presented, thereby placing the Application in condition for allowance without further proceedings being necessary.

Sincerely,

R. G. Hartmann, et al.

By

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